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T O

DOMINICK MOLLOY's Libel

(Miscall'd a Vindication)

A G A I N S T

JOHN CRUMP, Merchant,
and his Friends.



D U B L I N :

Printed in the Year MDCCLI.

R E P L Y

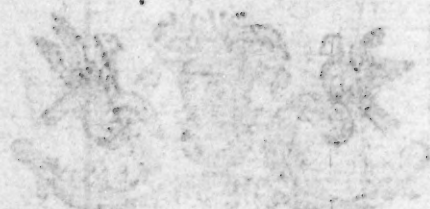
TO

DOMINICK MOULTON & Co

(Mistakenly a Vindication)



J O H N C R O W D E R
and his Friends



PUBLISHED

Printed in the Year MDCCLXXII

A
R E P L Y
T O

*Dominick Molloy's Libel (miscall'd a
Vindication) against John Crump,
Merchant, and his Friends.*

THE more *Art* there is employ'd to *surprize* the *Opinion*, and, consequently, *impose* on the *Judgement* of the *Publick*, the greater, no doubt, will be its *Indignation*, when it discovers the *Fallacy*.

In this Light must appear *Dominick Molloy's Libel*, miscall'd a *Vindication*, in which, like a true Proficient in the Art of evading, he has crowded a Multitude of *sliding Affidavits*, and *Insinuations*, no way relative to the Charge, his, and his Uncle's, Misbehaviour, compel me, though most reluctantly, to prove in Print; and that from no Spirit of Resentment, Animosity, or Provocation whatsoever; but through a just Sense of the Duty every honest Man owes to the Community of which he is a Member, and an indispensable Obligation to wipe off Aspersions on myself, and rescue from the Misrepresentations of Messrs *Brown*, and *Molloy*, the Characters and Credit of Messrs *Hodges* and *Ransom*, which are, by said *Uncle*, and *Nephew*, most unjustly and undeservedly struck at.

Those Gentlemen's Behaviour is not unlike that of a Man convicted of an Offence, who wou'd trouble the Court with a Number of Certificates of his honest Behaviour in every other Circumstance.

Nothing can equal their gross Abuse of me, and Friends, but their Insolence to the Publick, whose favourable Opinion they at first, by no little Artifice, insinuated themselves into; and now, from *humble* Petitioners, are become *saucy* Masters, and want arrogantly to command its Judgement, and deprive it of its Liberty of deciding. See their Advertisements in *Faulkner's Journal*.

I never imagining *Molloy* to have arrived to so consummate Effrontery, as to dare, knowingly, to publish against Matter of *Fact*, deferr'd writing to *London* for Affidavits to support my Allegations, still charitably supposing him incapable of Self-murder in Reputation, by so giddy, and flagrant a Proceeding.

On the Publication of *Molloy's Libel*, on *Tuesday* the 4th of *December*, I wrote off to *London*. My Letters of said Date did not arrive there until the 19th of said Month, being Part of the Six Pacquets then due, from hence there; and an additional Delay was, that the Answer came not to hand until *Tuesday* the 1st of *January*, two Mails then due, from thence, here. The greater Part of the Interval from which Period to this, allowing for my other Business, has been disagreeably taken up, in compiling, and arranging the following Proofs of *Molloy's* boasted Innocence; the remainder in printing it.

The Accusation of delaying the Reply being thus fairly accounted for, now to the Matter in question.

Mr. *Coates* dined the 7th of *November* last at a Gentleman's House in Town, where Mr. *Val. Brown*, who was one of the Company, broke in upon and interrupted their general Conversation and Mirth, by pulling out a Letter from his Pocket, which he threw on the Table, abruptly crying out, 'Such scandalous Villains should be exposed to all the World; they ought to be exposed for the Good of Mankind.' In some little Time it came to Mr. *Coates's* Turn to view it; it contain'd an Account from Messrs *Hodges* and *Ransom*. As he look'd on it, Mr. *Brown* said, 'Hosea, did you ever see such an infamous Article as that at the Foot of that Account?' which Mr. *Coates* observed was an Abatement for sundry Over Charges, about Twenty-three Pounds, and answer'd, 'I hope, *Val*, this will put an End to the Account between you and those Gentlemen, and that you will pay them the Ballance.' He reply'd, 'No; the Boy' (meaning *Molloy*) 'tells me they have overcharged twelve, thirteen, or fourteen Pounds on empty Casks.' Mr. *Coates*, who had seen Messrs *Whitbread* and *Shewell's* Certificate of their being paid the full Sums charged to *Molloy*, by *Hodges* and *Ransom*, for Casks, said, 'These twelve, thirteen, or fourteen Pounds, was not an Overcharge; and that, as he was inform'd by Mr. *Crump*, *Molloy* had bought Casks of an Under-gauge, which must be cheaper than Casks of the full Size, and therefore judged that Mr. *Brown* might be deceived by this, and think

' *Hodges*

'*Hodges and Ransom* had overcharged in the Price of the Casks.' This, *Mr. Coates* thought it his Duty to explain, in Vindication of those Gentlemen's Characters, which was his only View in what he said, and not to asperse the Character of *Molloy*. Had he any Intention of that Kind, it was long in his Power to have divulged that Matter, but he never mention'd it to any one before, but to *Molloy* and his Uncle *Brown*, and that only when they call'd on him.

Messrs *Hodges and Ransom* are not Correspondents of *Mr. Coates's*, though he has occasionally done Business with them for me in my Absence; and herein acted in consequence of his having always heard they were Men of Credit and good Character, and he thought it the Duty of every Man of common Humanity to set the Character of another in a true Light, when misrepresented.

In consequence of the above Discourse which happen'd between Messrs *Brown* and *Coates*, I was call'd upon in publick by them to declare what I knew of the Matter. I said, that *Mr. Whitbread* told me that *Molloy* had bought second-hand Butts, made up of old Water Casks, which, so made up, were under the lawful Gauge. Those he sent in to Messrs *Whitbread* and *Shewell*, and gave Directions that they shou'd be fill'd with Beer, which they refused to do, 'till he peremptorily bid them to fill them, and leave the rest to him.

And further, *Mr. Whitbread* told me, that he had shipp'd ten of those Butts on board the *Richmond*, *Andrew Grout*, Master, by the Orders of *Molloy*, and that said ten Butts did not contain, by near a Barrel and a half, as much as ten of his common Butts for Sale, out of which these were fill'd.

To prove this Fact (however ungrateful the extorted Task be) I think it not amiss for the Information of the Publick, to shew what the lawful Standard is.

The Standard Butt, as per *Whitbread*, *Bowell*, and *John Martin's* Affidavits, contains 108 Gallons, *English* Measure, the Gallon being 282 cubical Inches.

The *Irish* Gallon containing only 217. 6. Multiply the *English* Gallon 282, by 108, and divide by 217. 6. and it shews the Standard Butt ought to contain 139 $\frac{282}{108}$ *Irish* Measure. The Butt ought to contain 108 Gallons *English* Measure, which makes 139 Gallons, and better, *Irish* Measure.

E. HILL.

Whether

Whether the Authority for what I related be sufficiently proved, or not, by Mr. *Samuel Whitbread*, Brewer, and his Cooper, *John Martin*,^s Affidavits, I humbly submit to the Publick.

It is not unnecessary here to inform the Publick that *Molloy* has for some Years lived with Mr. *Brown* the Brewer, his Uncle, who has a Cooper constantly at work, from which it may be presumed that said *Molloy* was no Stranger that Butts, which had been used as Water-Casks, broke up, and made over again, must be deficient.

Samuel Whitbread's Affidavit.

I *Samuel Whitbread*, of the City of *London*, Brewer, and Copartner with *Thomas Sherwell*, sold, at several Times, a considerable Quantity of *Porter-beer*, deliver'd in Butt and Hogshead Casks to Messrs *Hodges* and *Ransom*, Merchants in *London*, who inform'd me they consign'd the same to Mr. *Dominick Molloy*, of the City of *Dublin*, Merchant, under the Sanction of his Uncle Mr. *Valentine Brown*, of the same Place, Brewer, and shew'd me a Letter of Credit Mr. *Brown* had sent them to the amount of 300 *l.* in behalf of his Nephew Mr. *Dominick Molloy*, and did often tell me the Consideration they charged for being *Middle-men*, was very small, and not equivalent to the Risk, and therefore offer'd me to accept of it, and take the said Mr. *Molloy* and Mr. *Brown* as *Principals*, which I as often absolutely refused, and told them wou'd rather decline the Trade, than turn it into that Channel. But another Circumstance interrupted this Commerce, which was Mr. *Molloy's* Journey to *London* about the Month of *May* last, whom, during his Stay here, I had the favour of seeing very often at my House, and being acquainted that the Beer in general he had received from us, had given such great Satisfaction, that he was sure to outdo any Person in *Dublin* in vending that Article, provided I wou'd continue it as good as usual, for he said it was equal to, if not better, than any imported there, and that to be sure he shou'd vend at least 2,000 Barrels a Year. And a high Testimony of some Part of this Fact remains under Mr. *Molloy's* own hand in a Letter wrote and directed to me in *London*, and now in the Hands of Mr. *John Crump*, Merchant, in *Dublin*, and which I give him leave to use as he pleases; nor had I mention'd this Circumstance, but because Mr. *Molloy*, since he cou'd not have our Beer, has done his

Endeavour

Endeavour to lower the Reputation of it; and therefore, in Justice to myself, have discover'd it. I assured Mr. *Molloy*, so long as we had Thoughts of dealing, that the Commodity shou'd be continued as good as usual, and treated him as a Gentleman, a Stranger, and such a considerable Porter-Merchant, might expect. But he had not been here long, before he told me he could buy Porter-Beer cheaper. I told him I believed so, but it must be brew'd accordingly. However, he said 'It was a good Commodity he wanted, he was well satisfy'd with ours, and should seek no further;' Mr. *Molloy* likewise told me he thought Messrs *Hedges* and *Ransom* overcharged him on the Casks being at the rate of 22 s. per Butt, and 11 s. the Hogshead. I answer'd, we charged them so, and I here repeat it, they always paid us them Prices without any Deduction. He said that he cou'd buy cheaper; I told him I desired no Profit from them; if he wou'd buy, and pay for them, himself, I wou'd recommend him to a Cooper we used, and accordingly I waited on him there, and the Cooper told him, Casks might be made of any Prices, but he wou'd not sell a good Butt-Cask under 21 s. Mr. *Molloy* sought further, and said, had Casks offer'd him by principal Coopers at 20 s. I answer'd he might, or for less, but that his Business was to look to their Quality. But I never heard that Mr. *Molloy* did buy any *new Butts* during his stay here, and the Conversation about them dropt, and a very singular one was started in its room, concerning old Casks, which was this, Mr. *Molloy* got Intelligence of one Mr. *Richard Bowell*, Cooper at *Shad-Thames*, who had a Parcel of second-hand Butt-Casks to sell, and Mr. *Molloy* agreed for twenty at 14 l. and upon payment *Bowell* received only 13 l. 10 s. of which 10 s. was Cartage. I told Mr. *Molloy* I thought he did not see his own Interest, in purchasing such *Rubbish*, as they cou'd be nothing better than Casks made out of old Butts that had carried Water to Sea, must be exceeding thin, and, I fear'd, wou'd not bear a Voyage without considerable Leakages, and, from their having been Water-Casks, wou'd infallibly damage the Beer, and then the Fault wou'd be laid on the Brewer. He answer'd, *I must fill them, and leave the rest to him.* And one very bad Circumstance there was, which I then was a Stranger to, but afterwards detected, and was, that these Casks were Short-Gauge, that is, less than 108 Gallons Beer-measure according to the Standard of *London*, and how much less will appear by the Testimony of my Cooper,

Cooper, and also by the Testimony of *Richard Bowell*, Cooper, who sold the said Casks to *Mr. Molloy*. It may be very easily remember'd by *Mr. John Crump*, Merchant, in *Dublin*, that in his, and other Company, at my own Table about the latter End of *May* last, I related to him the Transaction of *Mr. Molloy's* concerning the old Casks, and told him I believed they wanted nigh a Barrel and half on Ten Butts, and said he had been greatly deceived in his Bargain, and how much I perswaded him against it, but cou'd not prevail. These Butts came to my Hands by *Mr. Molloy's* own Order from *Richard Bowell*, and being paid for by Messrs *Hodges* and *Ransom*, and a Dispute happening between them and *Mr. Molloy*, they order'd me to retain these Casks for their Use, as they did not chuse to enlarge his Account, being already very high, and therefore these Casks were fill'd, and Ten of them shipp'd on board the *Richmond*, *Andrew Grout*, Master, 25th of *May* last, and the other were shipp'd on board the *Union*, *William Edwards*, 5th of *June* last, and all to the Account of Messrs *Hodges* and *Ransom*, and, as they inform'd me, consign'd by them to *Mr. John Crump*, Merchant, in *Dublin*, and the said *Hodges* and *Ransom* were allow'd by us for 100 Gallons of Beer, fifty of which, ten of the said Casks were found wanting, and the other fifty we allow'd for what we imagined the other might want. What I know of the Dispute between Messrs *Hodges* and *Ransom*, is, that *Mr. Molloy* came into the Compting-house of Partner, and self, some time in *May* last, we being both present, and said he desired to see Messrs *Hodges* and *Ransom's* Account with us. I perswaded him not to insist on a thing so contrary to the Nature of Trade. He appear'd very angry, and said he wou'd, and insisted on it then. I very plainly said he shou'd not, but wou'd so far oblige him to go to Messrs *Hodges* and *Ransom*, and talk with them about it. He prevented this; for I being detain'd in writing a Letter, he was there before me; and when *Mr. Hodges* told me he had seen *Mr. Molloy*, and acquainted him with the Price they paid us, being 6d. per Barrel less than they charged him, and 1 s. less upon a Cargoe of 30 Barrels, and further told him if he did not approve of the Terms, he might look for other Credit. For he thought what they charged was very reasonable, considering the Credit gave him and his Uncle. Upon this *Mr. Molloy* refused to pay his Account, which *Mr. Hodges* shew'd me was upwards of 300 l. *Irish*, except an Abatement,

ment, of 6 *d.* per Barrel, was made upon all ever sold him, and 1 *s.* upon 30 Barrels. Messrs *Hodges* and *Ransom* afterwards agreed to make the said Abatement, provided they might receive the Ballance. But by the last Mail they are advised that Mr. *Molloy*, and his Uncle Mr. *Brown*, both deny to pay their Debt, and some time since made a very extraordinary Charge against Messrs *Hodges* and *Ransom*, which seems to me, to be calculated only to detain their Money, and to force them into a Law-suit which is already commenced to put them to great Charges. But this extraordinary Charge I am inform'd the World will have publish'd to judge of. After this Dispute Mr. *Molloy* wrote to me to deliver his Orders of Beer to Messrs *Blake* and *Quin*. I wrote him an Answer, I did not chuse to send him any Beer but through Messrs *Hodges* and *Ransom*. He afterwards call'd at my House, and miss'd me; and another Day follow'd me eighteen Miles from *London*, but was too late to see me. I apprehended this Errand was again to try to settle a Correspondence with Partner, and self, and therefore I once more wrote him Word, we shou'd not serve him but through our old *Principals*. Then he retired to *Dublin*, and there, I am inform'd, got no Credit from the Bargain of old Casks, being sold as wanting Measure by Mr. *Crump*. And as such a Trade wou'd be injurious to the Publick, Mr. *Molloy*, in vindication of himself, has publish'd a Pamphlet, and therein, very unjustly treated Messrs *Hodges* and *Ransom*, and others concern'd for their Interest, instead of paying their just Debt. I now find it was to get help in this Vindication, that a Gentleman call'd on me one Morning in *November* last, whom I know not, desiring some Intelligence as to some Casks Mr. *Molloy*, of *Dublin*, bought when in *London*; and he enquired this at the request of Mr. *Val. Brown* in a Letter which he shew'd me Part of. I told him I did advise Mr. *Molloy* to take other Steps as to his Casks, and took him to a Cooper, but he went upon his own Judgment; and I further told him there had been a Difference between Mr. *Molloy* and the *Merchants* which did not concern me, and that was all I had to say. Expecting, in Vindication of my *Friends* (and not my *Relations*) Messrs *Hodges* and *Ransom*, I shou'd soon be call'd upon to give a full Account of all Transactions with Mr. *Dominick Molloy*, that have come to my Knowledge, which I have here done, and do declare I have not one Farthing depending, but have troubled myself to give this Account

to justify my Friends, whom I sincerely believe to be Gentlemen of Honour, and Integrity.

The Contents I make Oath are verily true, and nothing more to the best of my Knowledge. Witness my Hand,
London, Dec. 22, 1750, SAMUEL WHITBREAD.

Sworn this 22d Day of *December*, 1750, before me,

CHARLES ASGILL.

See *Molloy's Libel* (p. 27.) 'It may be necessary to remind the Public, that Mr. *Crump* (in urging the above Charge against me) had no other Proof, or Authority, to produce, but the bare Word of Mr. *Whitbread*, which he asserted with his usual Confidence. The above Letter proves the little Right he had to mention that Gentleman's Name.'

Mr. *Whitbread's* above explicit Affidavit, proves I had a very good Right to mention his Name.

John Martin's Affidavit.

I *John Martin*, Cooper to Messrs *Sherwell* and *Whitbread* of the City of *London*, Brewers, and Partners, about the latter End of *May* last, was order'd by Mr. *Whitbread* to fill ten second-hand Butt-Casks, which he told me came to him from *Richard Rowell*, Cooper, at *Shad-Thames*, by order of *Dominick Molloy* of the City of *Dublin*, Merchant, and to fill them the following manner, to take ten Butts of Beer, contain'd in regular Casks, out of one of his Store-Cellars, and to gauge the same to know what they wanted of being full, which proved to be thirty Gallons; then I fill'd the ten Butts, sent by Order of Mr. *Molloy*, quite full, out of the said ten Butts of my Masters, and there then remain'd about ten Gallons of Beer over and above, besides the Lee in the whole ten Butts; and I verily believe the said ten Butts, sent by Order of Mr. *Molloy*, were short of their proper Gauge five Gallons upon each Butt, allowing 108 Gallons Beer-measure to be a regular Butt according to the Standard of *London*; and, by the best Judgement I cou'd make, I believe that ten other old Butts, sent with these by Order of Mr. *Molloy*, were about the same Quantity deficient in gauge, as the ten first mention'd, but I did not take so particular Account of them. The first ten Butts were shipp'd in my Presence on board the *Richmond*, *Andrew Groun*, Master, the 25th of *May* last, the other ten were shipp'd

Shipp'd on board the *Union*, *William Edwards*, Master, the 5th of *June* last, in Presence of *Robert Wolfries*, another of my Masters' Coopers. The Contents of the above I take my Oath to be the Truth, and nothing more. Witness my Hand, *London*, Dec. 22d, 1750,

JOHN MARTIN.

Sworn before me this 22d Day
of *December*, 1750,

CHARLES ASGILL.

(True Copy.)

That the twenty Butts in question were under the *lawful Standard-Gauge*, is further proved by the following Affidavits.

Richard Bowell's Affidavit.

Richard Bowell, late of *Shad-Thames* in the County of *Surry*, Cooper, maketh Oath, and says, that *Dominick Molloy*, of *Dublin*, Merchant, about the Beginning of *May* last, being then in *London*, apply'd to this Deponent, to know if he had any Butt-Casks to sell; he reply'd that he had both *new* and *old*, and offer'd to sell him the new at 21 s. and the old at 14 s. per Butt, upon which the said *Dominick Molloy* agreed to give this Deponent 14 l. for twenty *old Butts*, which were, by this Deponent's Servants deliver'd at the House of Messrs *Whitbread* and *Shewell*, Brewers, in *Old-street*; and this Deponent further saith, that, by the Direction of said *Dominick Molloy*, he apply'd at the House of Messrs *Hodges* and *Ransom* for Payment on the 14th Day of *May* last, where meeting the said *Dominick Molloy*, he was, by his earnest Request, and promising to be a very large Customer in future, prevail'd upon, to take but 13 l. for the twenty Butts, and 10 s. for the Cartage, the whole, 13 l. 10 s. which Sum this Deponent received of the said *Hodges* and *Ransom*; giving them a Receipt in full; and this Deponent further saith, that the said twenty Butts, being made up of *old Staves* that were formerly Water-Casks, which this Deponent had bought at the *Victualling-Office*, were cut down, and thereby lessen'd so much, that this Deponent verily believes they cou'd not contain more than one hundred and two Gallons, which is six Gallons less than the *Standard-Butt*; and this Deponent further saith, that on or about the 25th of *May* last, he deliver'd, by his Ser-

Joseph Sweetland, for account of the said *Molloy*, at Messrs *Collison* and Company, twenty old Hogsheads, for which he charged 10 s. per Hogshead, and that on or about the 30th Day of *June* last, he deliver'd, by his said Servant, for the same Account, to *Ralph Thrale*, Esq; twenty more old Hogsheads at 10 s. per Hogshead, and five old Butts at 14 s. per Butt; and this Deponent further saith, that the forty last mention'd Hogsheads he verily believes might hold their full Measure, being made up from Casks that had been larger, whereas these five last-mention'd Butts, as well as the twenty before-mention'd, must of necessity, for the Reasons aforesaid, be under Gauge; and this Deponent further saith, that from the 15th Day of *November* last, until the 21st, he had received from Messrs *Blake* and *Quin* at least ten different Messages, and that on the 22d of same Month this Deponent had an Interview with Mr. *Quin*, who, upon pressing him very much to make an Affidavit that the twenty Butts in Dispute were full Gauge, he absolutely refused it, saying, he would not for the World make Oath to such an Untruth, as this Deponent was conscious they must be considerably short, and that, on the contrary, if they desired him to make Oath to their being short of measure, he was ready to do it; and further this Deponent saith, that he never directly, nor indirectly, received any Fee, or Reward, or Promise of either, of or from any Party whatever, to influence him to refuse an Affidavit to said *Blake* and *Quin*, or on account of this Affidavit, but that he this Deponent freely and voluntarily maketh this Affirmation as he thinks himself bound to do, whenever call'd upon, as far as is consistent with Truth.

RICHARD BOWELL.

Sworn this 22d Day of *December*-

ber, 1750, before me,

F. COKAYNE, Mayor.

[True Copy]

Joseph Sweetland's Affidavit.

Joseph Sweetland, late Servant to *Richard Bowell* of *Shad-Thames* in the County of *Surry*, Cooper, maketh Oath, and says, that sometime in the Month of *May* last his said Master *Richard Bowell* sold twenty old Butt-Casks, which were deliver'd at the House of Messrs *Whitbread* and *Shewell*, Brewers, in *Old-street*, and that the said twenty Butts, to this Deponent's certain Knowledge,

Knowledge, were made up of *old Water-Casks*, that were lessen'd considerably in new making up, and he believes, to the best of his Judgement, must be short, one with another, about five or six Gallons; and further this Deponent says, that *Luke Keeffe*, Servant to Messrs *Blake* and *Quin*, call'd on him where he was at work in *Five-foot-lane*, on the 20th Day of *November* last, and invited him to a Publick-house, where they drank together, and upon a Promise of paying him for his time, or giving him half a Guinea, he this Deponent went with him into the City, and made Affidavit, together with the said *Luke Keeffe*, before *Charles Asgill*, Esq; which said Affidavit has no relation at all to the abovesaid 20 Butts deliver'd to *Whitbread* and *Shewell*, but to five Butts and twenty Hogsheads deliver'd by this Deponent to *Ralph Thrale*, Esq; and twenty Hogsheads deliver'd to Messrs *Collison* and Company.

his
Joseph Sweetland.
 Mark.

Sworn before me this 22d Day
 of *December*, 1750,
 F. COKAYNE, Mayor.

[True Copy.]

Pray, Reader, observe *Bowell's* Affidavit, observe *Sweetland's*. I now refer you to the innocent *Molloy's* Libel, (p. 15.)

' I am certain, *Hodges* and *Ransom*, and their Relations the Brewers, will do all in their Power to support this Falshood: And I think it proper that you should lose no Time, on Receipt of this, in seeing *Bowell*, for fear the others should, on the Accounts they receive from their Friends here, see him, and prevail on him in their Interest.'

What a wicked Asperſion from the young, obscure *Instruments* of another's Jobbing, against Men of fair, establish'd, and unquestionable Character! Then follows,

' If *Bowell* is out of the Way, or in the Country, I must beg of you to use all Means to find him out, and, if an hundred Miles from *London*, send a Messenger to him; if he is on his *Keeping still*, bring a proper Person to him to take his Testimony, be the Expence what it will; for I would not want his Testimony for five hundred Pounds.'

Had

Had I *Molloy's* Knack of slanderously insinuating Things, might I not say, this was an apparent Encouragement to bid high to a Man *on his Keeping*, and a Conspicuousness of the Honour and delicate Principles of his Correspondents, ' who (as he says, *p. 18.*) deservedly ' enjoy that Great, that inestimable Character of HONEST ' and GOOD Men, a Signal Instance of which I have experienced in my own Person, from their Readiness to ' vindicate my injured Innocence.'

Their Readiness is indeed demonstrable from Mr. *Quin's* Affidavit.

Molloy would give 500*l.* for *Bowell's* Affidavit. Well, *Bowell* was ready to swear the Truth for Nothing, as appears by his Affidavit. But Mr. *Quin* not perceiving that Truth would make for his Correspondent, or that an *Honest Testimony* could deserve all, or any Part of the 500*l.* steps in himself a *volunteer Evidence*, and swears for *Bowell*, (to wit) that ' he surmises he is ' tamper'd with.' Fair and candid Proceeding for a Man in Trade!

Had *Bowell* readily swallow'd the *Pill* prepared for him, no doubt *Molloy* would have declared him too, one of those ' who deservedly enjoy that great, that inestimable Character of HONEST and GOOD Men.' *Bowell* cannot be prevail'd on to swear a Lye. Therefore, the Truth-telling Messrs *Quin* and *Molloy* (see page 21) hint, that he is not to be believed if against them. Admirable Way of Reasoning! *Bowell's* Honesty, which could not be corrupted, is basely endeavour'd to be vilify'd.

Mr. *Quin* in his Letter (*page 20.*) says, ' And about ' three o' Clock we found him (*Bowell*) in a Punch- ' House, and as he could then have no Excuse, he absolutely refused it, and said, he would do nothing without the Advice of his Attorney.'

Ler the World judge who was the honestest of the two, *Quin*, or *Bowell*. *Quin* for asking *Bowell* to swear against his Conscience; or *Bowell* from a prudent Caution declaring he would do nothing without the Advice of his Attorney. Was not *Bowell* right? how many Men have ruin'd themselves, and Families, by not having taken Advice, which would have prevented rash Proceedings. Observe Mr. *Quin* never apply'd to Mr. *Bowell* on the same Head from the Time he declared he would do nothing without Advice. Does this look well on *Quin's* Side?

Had

Had the sagacious Mr. *Quin* follow'd *Bowell's* Example, and ask'd Advice about what he was to do, he wou'd not make the *indecent* Figure he does in *Molloy's Libel*. His and *Blake's* polite, cool, and unprovoked Treatment of Mr. *Coates*, and me, (*page 16.*) I impute to their Ignorance of our Persons; but cannot forgive their abusing the *Justice* of this Kingdom, (*page 17.*) ' If your Gentlemen were this side of the Water, we should make them know to their Cost, how *sacred* the Characters of honest Men shou'd be, and how dangerous it is to asperse them without Foundation.'

Pray wise men *Blake* and *Quin*, are we in a *lawless* Country here? Is not a Man's Character as *sacred* in *Dublin* as in *London*? When were the Benches of *Justice* in this, or any other Nation, fill'd by Gentlemen, more distinguish'd for Learning, Worth, and impartial Execution of Laws, than those we have the Happiness to now enjoy?

The 'till then unknown to us *Joseph Sweetland*, *Bowell's* Man, is, by *Molloy*, substituted in *Bowell's* stead. *Sweetland* by his Affidavit of later Date, here before inserted, shews the *frugal* Proceeding of *Luke Keeffe*, Clerk and Book-keeper to Messrs *Blake* and *Quin*.

Bowell, in his Affidavit, swears, that on or about the 30th of *June* last he deliver'd by his Servant *Sweetland*, for *Molloy's* Account, to *Ralph Thrale*, Esq; twenty more old Hogsheads, and five old Butts.

From what follows, may it not be deduced that when *Luke Keeffe* had done with *Joseph Sweetland*, and got his *sliding* Affidavit no way relative to the Matter in question (as *Sweetland* in his latter Affidavit declares) he call'd on *George Lester*, Clerk and Book-keeper to *Ralph Thrale*, Esq; who swears (*page 25.*) ' That all the Beer sold by his, this Deponent's Master, in the Month of *June* last past, to *Dominick Molloy* of *Dublin*, in the Kingdom of *Ireland*, Merchant, then in *London*, was fill'd in five Butts and twenty Hogsheads, he, this Deponent, in his Capacity aforesaid, standing by whilst the same were filling.'

Molloy was not in *London* in the Month of *June*, as appears by a Letter of his to be hereafter quoted from hence to *London*, dated *June* the 3d, and the Casks were not sent in to *Ralph Thrale*, Esq; as per *Bowell's* Affidavit, 'till on or about the 30th of *June*. This makes no farther for me, than to shew that *Molloy* has amused, rather

rather abused the Publick with a String of cook'd-up Affidavits, no way answering the Charge against him, which is, that the 20 Butts sent into *Whitbread* and *Shewell*, and after consign'd to me, were under the *lawful Gauge*.

What Service *Bernard Sherin's* Oath (page 28) can be of to vindicate his Master, I cannot see, for the twenty Butts in question were consign'd to me, and not imported by his Master

What does *Hill's* Affidavit avail, (page 29.) but to shew *Molloy's* Ignorance in his Trade; for if all his Butts were but 120 Gallons, he must pay at the Rate of 133 Gallons neat Liquor each, the Gauger allowing the Remainder of the Standard for Lees; so that it is nothing to the Gauger how small his Casks are, who is only to take notice that they are not too large and above the Standard, whereby the King might be defrauded of his Dury.

Having shewn the Invalidity and Evasiveness of all the Affidavits on *Molloy's* Side, and proved that those twenty Butts, bought from *Bowell* by *Molloy*, were under the *lawful Gauge*, and in a Manner, that, without Presumption, may be term'd unanswerable; I shall animadvert on a few wilful Errors of his own Part of the *Libel*, to give the Publick a just Notion of the Truth, Sincerity, and Innocence of this hopeful young Man; and after conclude with a short History of our Acquaintance.

(P. 7.) ' My Friend Mr. *Crump* was then in *London*, and apply'd to me several Times in behalf of Messrs *Hodges*, &c. and (tho' convinced of the Injury done me) requested a Continuance of our Dealing.' — I requested he wou'd pay them; not a Continuance of Dealing; for, until paid, they refused to have any thing to say to him. Upon his refusal to pay them, I then inform'd him of their Intention to mark a Writ against him.

(P. 8.) ' That the Risque in crediting me, as I was under Age, deserved the Overcharge.' This is a Child of his own Invention; no such Absurdity ever came into my Thoughts. He can, on the contrary, remember, that when I inform'd him in *London*, of *Hodges* and *Ransom's* Design to arrest him, he, to my no small Surprise, answer'd, He fear'd them not, for that he was under Age. — To which I reply'd, *Molloy*, let no one hear you make use of so villainous an Expression here; for if there shou'd, you'll be despised by Mankind; fear not, shou'd they arrest you, I will be bail for you. (P. 8.)

(P. 8.) ' I leave the World to judge, whether this mighty Risque deserved a Profit of 2 $l.$ $\frac{1}{2}$ per Cent. on one Part, and 5 $l.$ per Cent. on another, besides their Commission of 2 $\frac{1}{2}$ per Cent. which put together, makes their Profit on the Beer amount to 5 per Cent. one Part, and 7 $\frac{1}{2}$ per Cent. the other.'

Molloy, still an Enemy to Truth, here produces two different Transactions, as if they were of equal Weight. He calls one a Profit of 5 per Cent. which was only on twenty Hogsheads, and happens not to be 4 per Cent. and the remainder is not 2 per Cent. which he calls 2 $\frac{1}{2}$ per Cent. for he wilfully forgets that the Casks, being more than $\frac{1}{4}$ of the Value, and no Over-charge on them, as per *Whitbread's* Affidavit, make more than the Difference I have mention'd.

(P. 9.) ' I waited the Arrival of Mr. *Crump* with the utmost Impatience, which no sooner happen'd, than I reminded Mr. *Brown* to call for this supposed Letter.'

I return'd here from *Chester* the 10th of *July*. How comes it then that neither Messrs *Brown*, *Molloy*, or any Body for them, ever made the least Mention of a Letter 'till the 10th of *November*, which is an Interval of four Months? Was this a natural Proceeding for a Man who confess'd he was under the utmost Impatience? No, this was not a Time for them to accomplish their wicked Designs; eight of the ten old Butts, by the *Richmond*, being then in my Cellar, and the remaining ten just landing.

(P. 11.) Here is a smooth sliding Falshood — ' I at one and the same Time purchased double that Number of Casks which Mr. *Crump* acknowledges to have received,' (Note, He bought in all but twenty-five Butts, twenty of which I received. Hogsheads have no relation to our Question) ' whereof one Part were promiscuously sent to *Whitbread*, &c.' Never was Word more artfully slid in than the Word promiscuously is here to deceive the Publick. Where was the *Promiscuousness*? Of the twenty-five Butts, which were all he bought, twenty were sent to *Whitbread* the 14th of *May*; the other five to *Ralph Thrale*, Esq; the 30th of *June*, a Month after he left *London*. Innocent *Molloy* asks, How then comes it to pass that the twenty Butts fill'd by *Whitbread*, shou'd be the only under-Gauge? Read Mr. *Bowell's* Affidavit, and it appears that the five Butts sent into *Ralph Thrale*, Esq; were likewise under Gauge. These five, with the twenty before mention'd, were the total

Number of Butts he bought. As to his Hogheads, neither *Whitbread*, *Shewell*, *Hodges*, *Ransom*, nor I, have any thing to say to them. They were sent elsewhere. How justly then must the Word *promiscuously* here deserve the Contempt of the Publick?

(P. 11.) 'Certainly if I intended a Fraud, and had given the Cooper proper Directions, the whole Parcel would be calculated to answer the same Purposes.'

As to your intending a Fraud, that is best known to yourself; but that the whole Parcel of Butts were calculated for the same End, sufficiently appears, — as *per Bowell's Affidavit*.

(P. 11.) 'But supposing what Mr. *Crump* advances were Fact, the contrary whereof will sufficiently appear, the intire Allowance for Deficiency would scarce amount to forty Shillings; a poor Equivalent, indeed, for entrusting my Reputation to the Mercy of so many different Persons! the Cooper, the Brewers, and Merchants; it would be selling my Inheritance for a Mess of Pottage.'

How ignorant the poor Boy seems to be of his Profit will appear by what follows.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Twenty new Butts, allowing he had the Money to pay down for them, at 21 <i>s.</i> each	}	21	00 00
Sixty Barrels of Beer, at 19 <i>s.</i> per Barrel		57	00 00
		78	00 00
Exchange at par		84	10 00
Twenty second-hand Butts bought from <i>Bowell</i>	}	13	00 00
Fifty-seven Barrels, and eight Gallons of Beer to fill the same, as appears by <i>Whitbread's Affidavit</i>		54	7 00
		67	7 00
Exchange at par		72	19 3
Gain'd in buying those twenty old under-gauge Butts	}	11	10 9
which is near 16 per Cent. Advantage over the honest and fair Trader.			

(P. 13.) ' The last ten he (Mr. *Crump*) got, lay empty at the Brewer's for some time after I left *London*. If they were under Gauge, how came they to fill and send them to Mr. *Crump* to be sold for their Accounts.'

The former ten were fill'd by your peremptory Directions; and the latter ten the Brewers wrote to you, then in *London*, to take away; which not being done, they did not doubt but you wou'd raise the 200*l.* when they appear'd, as they really knew of no other Chapman for such a Commodity. What an innocent Question this is? Read *Bowell's* Affidavit. These twenty Butts were sent by him to Messrs *Whitbread* and *Shewell*, pursuant to *Molloy's* Directions, the stipulated Payment for which, 13*l.* 10*s.* (whereof 10*s.* was for the Cartage) he received from Messrs *Hodges* and *Ransom*; therefore they were fill'd and shipp'd to *Dublin*, the Bill of Lading sent to me, with Instructions that if Mr. *Brown*, or *Molloy*, wou'd pay 200*l.* of the 300*l.* then due, being the full Extent of Mr. *Brown's* Guarantee, he might have them; if not, to dispose of them in the best manner I could on their own Account. When the 200*l.* was not to be had, I gave Orders to Mr. *Patrick Jones*, my Cooper, (for I never appear'd in the disposing of one of them myself) that he should not ask any Person within 15*s.* of the Price always received for Butts formerly sold by me, and this on account of the Badness of the Casks, and the Shortness of the Gauge, and would have given the Purchasers that for a Reason, but for fear of hurting *Molloy's* Character.

Patrick Jones's Affidavit.

County of the City } **PATRICK JONES**, of
of *Dublin*, } the City of *Dublin*, Wine-
Cooper, came this Day before me and made Oath on the holy Evangelists, that sometime in the Month of *June* last, by order of Mr. *John Crump*, he attended the landing of all the Porter consign'd to said *Crump* on board the *Richmond*, *Andrew Groul*, Master, and disposed of the same, which was 10 Butts and 40 Hogsheads, and no more; this Deponent further saith, that, in the Month of *July* last, he also attended the landing of all the Porter-Beer consign'd to said *John Crump*, on board the *Union*, and disposed of the same, which was no more than 10 Butts and 20 Hogsheads; this Deponent further

faith, that Mr. *Crump* order'd him to dispose of said Butts of Beer fifteen Shillings each less than what he cou'd find good Butts of Beer sold for on the Quay; or, if he cou'd not get that Price, to sell them in the best Manner he cou'd.

Sworn before me this 11th Day of *January*, 1750,
PATRICK JONES. HENRY BURROWES.
[True Copy.]

Now lest this slippery young Man shou'd strive to escape by seeming to deny the Identicalness of the Butts, I'll produce an Evidence against him, I believe, he will hardly refuse, (though what is he not equal to!) the Evidence, I mean, is himself, in his Letter to Messrs *Whitbread* and *Sherwell*, dated, *Monday 21st of May*, 1750, the Day after he disappear'd from his Lodgings.

Messrs *Whitbread* and *Sherwell*.

S I R S,

I Call'd at your House Yesterday, and postponed my Journey, in hopes of meeting you in the Evening, but had not the Pleasure. This comes to acquaint you, that I have order'd Messrs *Blake* and *Quin* to ship all I order from you, which, I believe, will be about 2,000 Barrels this Year, and rely on you as to the Quality, as I believe you are Men of Honour. Pray you may send the Bill of Parcels for the Beer shipp'd on board the *Richmond* to *Blake* and *Quin*.

Is not this proving, by Letter under *Molloy's* own Hand that he gave Directions to have second-hand under Gauge Butts shipp'd for him to *Dublin*, with a View, no doubt, of serving the Publick, that, in consequence to his Letter, these Under-gauge Butts were shipp'd on board the *Richmond*, as appears by *John Martin's* Affidavit, Cooper to the Bowers.

The Brewers in the above Letter, he believes, to be Men of Honour, and declares a Preference for the Quality of their Beer. But they having declined dealing with him, how are the Tables turn'd? Their Beer is bad; and they not much better than Rascals. For which see his Libel, Page 5.

P. 5. 'I often complain'd of the Beer they sent me, and, at the same Time, insisted I had got better at different Times through other Hands on much more reasonable Terms.' (Who were the Persons he got it from?

Why

Why did he not apply to them when in *London*?)
 ' I mention'd the bad Quality of the Beer sent me.'— So
 much for the poor Beer. Now to the late Men of Ho-
 nour, (*p.* 15.) ' The Brewers will do all in their Power
 ' to support this Falshood.'

P. 28. ' Mr. *Crumph*'s last Shift, when defeated on eve-
 ' ry Side, and destitute of all Proofs, was to apply to Mr.
 ' *Edward Hill*, Gauger, and employ him to gauge two
 ' of the suspected Casks, pretending it was on account
 ' of a Wager laid by some Gentlemen, as he, the said
 ' *Hill*, told me.'

I *John Kathrens*, Notary and Tabellion Publick, by
 lawful Authority, dwelling in the City of *Dublin*, do
 hereby certify and attest, That Mr. *Edward Hill*, Gau-
 ger, declared this Day, in my Presence, that Mr. *John*
Crumph never employ'd him to gauge two, or any other
 Number of Casks, and tell him it was on Account of a
 Wager laid by some Gentlemen; neither had he and
 said *John Crumph* any Conversation whatsoever any way
 relative thereto, until after the Publication of Mr. *Mol-*
loy's Pamphlet. Witness my Hand and Notarial Seal
 the 12th Day of *January*, 1750,

JOHN KATHRENS; Not. Pub.

By these few Instances, among many I cou'd quote,
Molloy's lying Faculty is sufficiently proved.

So much for the *Nephew*. Now for a *Specimen* of
 the Uncle's Sincerity, and Candour.

Since the Publication of *Molloy's* Libel, Mr. *Brown*,
 in presence of several Gentlemen at the *Globe* Coffee-
 house, acknowledged, that the Conversation of the 7th of
November, happen'd on the Occasion and in the manner
 above-mention'd, *p.* 4, betwixt him and Mr. *Coates*,
 through his own Provocation, and not any wanton Accu-
 sation of the other.

Mr. *Coates* then ask'd him, had he ever, in any Shape
 whatsoever, attempted to injure his *Nephew* in his
 Esteem? He answer'd, No, never, but in regard to
 what pass'd in this Affair. Mr. *Coates* also ask'd him,
 Did he not, when he, (Mr. *Brown*) in the Violence of
 his Passion was going to discard *Molloy* from his Favour,
 remonstrate to him, that young Men might be guilty of
 Slips, which growing Years would correct in them; and
 that one false Step should not deprive a *Nephew* of an
 Uncle's Favour. Mr. *Brown* acknowledged this to be
 true.

true.—Good Mr. *Brown* reflect how base and low a Part you have acted, to let a *Libel* be wrote in your House, and publish'd under your own Inspection, insinuating, that Mr. *Coates* and I have strove to ruin *Molloy's* Character, and put betwixt him and you. In the Name of *Common Sense* let any one, who knows us, reflect, what Advantage cou'd accrue to us thereby?

Now to the History of my Acquaintance with *Molloy*.

In *September* 1748, at Mr. *Brown's* House, in common Discourse after Dinner, he ask'd me how the Porter-Trade went on? I answer'd, that I could not find it worth my while, that I had a good deal of other Business to attend, and believed I should be no further concern'd in the Trade. To which he reply'd, that he had a poor Lad a Nephew, one *Molloy*, who was then in his Service; that he had not a Shilling, but his dependance on him; that if he could get *ten* or *twenty* Pounds a Year, by importing a few Casks of *Porter*, it would help to cloath the Boy; and, before we parted, requested that I would write to my Friends in *London* to ship twenty Butts and ten Hogsheads of Beer, and send the Bill of Lading and Invoice to said *Molloy*, adding, that he did not think it so proper, to have them consign'd to *himself* being a *Brewer*, but that he would engage for the Payment. Accordingly I wrote to Messrs *Hodges* and *Ransom* in *September*, 1748, desiring they would ship that Quantity of Beer, and consign it to Mr. *Daniel Molloy*, (so unacquainted was I with either this Gentleman or his Name,) and at the End of six Months would be punctually paid by Mr. *Brown*. Sure if Mr. *Brown* had recommended this Lad to me, as one intitled to any *Credit* on his *own Security*, or if I had even known any thing of him, or his having a good Character, I wou'd not have mention'd Mr. *Brown* being Security for such a Trifle. But as he constantly chuses to relate matters his own Way, without having the least Regard to Facts, he sets out in a Style of Consequence, (p. 4.) 'Having an Intention to commence Trade, and Mr. *Crumph* understanding, from Mr. *Brown*, that I intended imbarcking largely in the Importation of *London-Porter*, as I had a much better Opportunity of disposing of it than others concern'd in the Trade.' The Truth of which I submit to those who knew him at that Period, for I protest I did not, further than seeing him once, or twice, at his Uncle's. I don't relate this so much to shew that he was not

not of the least Consequence in 1748, but that it was impossible for me to have merited the flattering Title of his supposed Friend, which he is so kind as to honour me with. Shortly after the Arrival of this Cargoe, Mr. *Brown* wrote to *Hodges* and *Ransom*, furnishing a Credit for *Molloy*, on which they continued to ship until *August*, 1749. In the very beginning of this Month Mr. *Brown* call'd on, and told me, he was much dissatisfy'd with the Conduct of *Molloy*, (the Particulars of this Conversation, base as he is, I am still tender enough of him not to relate) and hoped he did not owe much to Messrs *Hodges* and *Ransom*. I answer'd, that was his Business, who was Guarantee for him to those Gentlemen. He reply'd, that he had given him a Credit for 300 *l.* but if their Dealings exceeded that Sum, (which he fear'd was the Case) he did not look upon himself as *Guarantee*. I was not a little shock'd at this unexpected Discourse of Mr. *Brown's*, whom I had look'd upon as a Man of Integrity and Principle, and told him I thought this was treating my Friends extreamly ill: First, to give a Credit to his Nephew (who he told me had not a Shilling but his dependance on him,) and then to be sensible of a further dealing, and not to check, or guarantee it, was such base Treatment as I hoped he could not be guilty of. In vain was my Remonstrance. I could obtain no other Answer than the former. The 5th of *August*, I wrote the Substance of Mr. *Brown's* Conversation to *Hodges* and *Ransom*, (I did not give the Letter to be copy'd in my Book, lest it should come to the Knowledge of my Clerk,) that *Molloy's* Uncle refused to be his Security. So careful was I, at that time, of the least Circumstance that might hurt his Reputation. In consequence of this Letter I received the following Answer,

Mr. *John Crump*,

London, Aug. 29, 1749.

S I R,

SINCE ours of the 10th current have yours of the 5th, observe what you say about *D. M.* to whom we wrote on that Subject the 17th Inst. On the 27th ult. he sent us a Commission for fifty Hogsheads and twenty Butts, which have accordingly shipp'd on board *Ben. Stevens*. But as we have this Account of Mr. *Val. Brown*, we consign the Beer to you; have accordingly indorsed the Bill of Lading blank, that you may fill it up to whom you please: If Mr. *Molloy* can persuade Mr. *Brown*, or any other undeniable Man, to engage for the Payment,
you

you may deliver up the Bill of Lading ; but if he can't satisfy you quite to your Mind, you must dispose of it for our Account in the best manner you can.

Hodges and Ransom.

When their Letter to *Molloy* of the 17th came to hand, by which I suppose *Molloy*, and his Uncle, perceived the Bill of Lading was to come to me, the Uncle wrote them the following Letter, without giving me the least Notice of it.

Messrs *Hodges and Ransom.* *Dublin, Aug. 29, 1749.*

S I R S,

I Find by your different Drawings on me, for account of *Dominick Molloy*, perceive you fix'd me for your Mark in general ; and although I did not imagine so (knowing you safe) made no Scruple of accepting your Bills for his Account. This more in particular to advise you, that I stand his Credit for *Three Hundred Pounds* until further advised, and, at the worst imagine you safe in dealing with him,

I am, Sir, Yours,

Val. Brown.

I can't see how this Letter can possibly be reconciled to Justice, or Truth ; *Mr. Brown* having told me in the Beginning of *August*, that he had been obliged to suspend this Man from his Business ; which, I suppose, was the Cause of the Coolness from his Uncle to him, complain'd of in p. 8. And at the End of the same Month recommends him to those People as a *safe Man*, in hopes to slide him off his own Hands upon them ; which, upon Reflection, is far from having the Face of fair Dealing. However this Scheme did not take, and they thought this Letter wanted an Explanation, and drew for that Part of the Account then due, and wrote to *Mr. Brown* as follows.

Mr. Val. Brown,

London, Sept. 9. 1749.

S I R,

WE have your Favour of the 29th past, as likewise one from *Mr. Molloy*, ordering us to Value for 130*l.* and for Hoops likewise which he had order'd ; have accordingly this Post valued on you for his Account 150*l.* at 7 $\frac{7}{8}$, which, doubtless, you will do honour to. Observe what you say concerning him, and

as we suppose you mean 300 *l.* besides the Account this Day sent him, shall not look upon you as a Security for more until we hear further from you, and are, &c.

Hodges and Ransom.

In answer to this, Mr. *Brown* wrote the following.

Messrs *Hodges and Ransom*, Dublin, Sept. 16, 1749.

S I R S,

YOUR Favour of the 9th current I received, and shall, at all Times, answer your Demands on me, but expect you'll notice my former, and think I am engaged for *Dominick Molloy* for 300 *l.* until further advised. I request you'll inform me particularly of the Hop-trade this Year, with your Opinion of it; I shall be proud of rendering you any Service in my Power, and am, &c.

Val. Brown.

Even in this Letter he can't omit advising them to notice his former, that they will be safe at worst, in dealing with *Molloy*.

On this new Credit a further Dealing continued until May, 1750. I was then in *London*, and Mr. *Molloy* complain'd to me of Messrs *Hodges and Ransom's* charging him 6 *d.* in the Barrel more, than they pay'd the Brewers for the Beer shipp'd for him. I waited on *Hodges and Ransom*, who acknowledged they had charged him 6 *d.* per Barrel, for they would not stand *Middle-men* for People in another Kingdom, for a bare Commission without a *Premium*. That they pay'd the Brewer the same Price, viz. 19 *s.* 6 *d.* per Barrel for some Parcels shipp'd for their own Account, and offer'd to continue the same, if they would risque the Debt, as appears by the Brewer's Affidavit. If the Brewers had closed with this Proposal, *Molloy* must then have paid 19 *s.* 6 *d.* but the Brewers come with another Proposal, and offer to them those Six-pences of their known and stated Price, as a *Premium* for their Risque, which amounts to 1 *z.* They further added, that the known *Premiums* here on Goods, sold to Men with a visible Fortune of five Times the Sum of Mr. *Brown's* reputed one (to those who stood the *Middle-men*) was 1 per Cent. And sure, standing six Months for People in another Kingdom must deserve that, or something more. But declared, if I thought the Charge any way unreasonable, they desired I would give my Opini-

D

on

on freely, without regard to either Parties, and it should be decisive. My Opinion was, that every Person, who had a Commission for transacting Business, ought to furnish his Employer with the first Cost of the Commodity, and all other Charges under their proper Heads. If they had charged them the 6 *d.* per Barrel for Insurance, this would leave it in the Power of their Employers either to discount the Time, or pay the *Insurance*. But as they had not made it a regular Charge, I did not think them intitled to it. On which, without the least Hesitation, they desired I would send him to pay his Account, and they would strike off the Six-pences; but said they would be no further concern'd with him on those Terms. The Account stands thus,

Dominick Molloy, to Hodges and Ransom, Dr.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To Sundries, as <i>per</i> Account furnish'd	300	15	7
To Abatement on Beer - - -	23	1	0
	277	14	7
Exchange at $9\frac{1}{2}$ <i>per Cent.</i> makes - -	304	3	3

This Ballance, which he makes blank, is still due to *Hodges and Ransom*.

I acquainted *Molloy* with this, who then seem'd to be very well satisfy'd. In a Day or two after *Molloy* had been at the Brewers, and found he could get no Beer from them, unless through *Hodges and Ransom*; I met him, and ask'd if he had been with the People, and paid them their Ballance: To which he answer'd, that he had another Charge against them, *viz.* That they had charged 14 or 15 *l.* over in the Casks sent him. At his Request, I also waited on them on this Affair. They assured me they had pay'd every Shilling of this Charge to the Brewer, as appears by his Affidavit, and would not abate a Penny of it. When I acquainted *Molloy* of this, his Answer was, until they made that Abatement, he would not pay them a Shilling; and if they did not comply, he would *print his Case*, and set forth what Rogues they were to the World. So this favourite Scheme is of elder Date than the Publick imagines, and does not owe its Birth to the Dispute on the 9th of November

ember last. From this honest Resolution, appears his not desiring a Reconcilement with *Hodges* and *Ransom*, which could only be done by paying the Ballance, which, according to his Uncle's scanty Way of writing, might probably swallow up the Value of his *Letter of Credit* on *Blake* and *Quin*. Being shut entirely out of all Prospect of getting the Beer, which he could depend on, from Mr. *Whitbread*, he call'd on me, and told me, he had no Business home, without Beer. That tho' *Blake* and *Quin* wou'd be his Security, he cou'd not prevail on *Whitbread* to deal with him; and begg'd, if I knew any other noted Brewer, that I would introduce him. I assured him I was not personally acquainted with any. He then told me he had the Names of two, or three, noted Brewers, viz. the *Calverts*, Mr. *Cross*, and Alderman *Calvert*, and he would take it as a particular Favour if I would go with him. As I was ready to do him every Favour in my Power in regard to his Uncle, I went with him to Messrs *Calvert* and *Seward*, who, from their Conduct in this Affair, shew to be Men of Honour and Truth, and not to be bias'd by the mean Temptation which this Youth threw in their Way, as appears by the following Affidavit.

JOHAN CRUMP, of the City of *Dublin*, Merchant, came this Day before me, and made Oath on the Holy Evangelists, that on or about the Middle of *May* last, at the earnest Request of *Dominick Molloy*, he went with him to the House of Messrs *Calvert* and *Seward*, where said *Molloy* told them he came to taste their Beer, and know the Terms on which they sold it, or Words to that Purpose. One of the Gentlemen ask'd him where he lived? On his answering in *Dublin*, he reply'd, that he was sorry he cou'd not deal with him, for that there were two Persons to whom they sent their Beer in that Place, and while they continued to trade with them, they did not chuse to sell to any other Person. Said *Molloy* ask'd him the Names of the two Persons to whom they sent their Beer. They told him Mr. *Stephenson* and Mr. *Patten*; to which said *Molloy* immediately answer'd, that if he liked their Beer and Price, that he should be able to take more of it than they both; that if the Beer happen'd to please, he wou'd take 3,000 Barrels a Year; and as to Mr. *Stephenson* he was leaving off the Porter-Trade, or Words to that Effect. One of the Gentlemen said, he was surpriz'd at that, for, some

short Time before, he had received a Letter from Mr. *Stephenson*, that he had not intimated any such Intention to them, but, on the contrary, had order'd a small Parcel of Beer to be shipp'd. Mr. *Molloy* told them that might be for some particular Use, but continued to assure them what he related was Fact (or Words to that Purpose). As I had never heard that Mr. *Stephenson* (to whom I was a much nearer Neighbour than said *Molloy*) had any Design to quit the Porter-Trade, I walk'd out of the Compting house, and waited for said *Molloy* at the Street-Door; he was after me in a few Minutes: He then requested I wou'd go with him, either to Mr. *Cross*, or Alderman *Calvert's*; I desired he would step into the Coach; when there, ask'd him what Authority he had for saying Mr. *Stephenson* was leaving off the Porter-Trade? He said he had heard it. I ask'd him, from whom? To which he reply'd, he was sure he would get the Beer by it, for they had taken down his Name and Address, or Words to that Effect. I still insisted he shou'd tell me his Authority, but cou'd obtain no other Answer. I told him I was well acquainted with Mr. *Stephenson*, and if this Affair shou'd ever come to his Knowledge, I was convinced he wou'd use him as such an apparent Piece of Injustice deserved.

And this Deponent further saith, for his own Satisfaction he has since ask'd Mr. *Stephenson* if he gave any Reason for such a Report. He said, he never did; and wanted to know my Reason; which I only told, was to satisfy myself, that I had heard it said, but wou'd take care to contradict it, and this without ever mentioning *Molloy's* Name.

And this Deponent further saith, that when he had Occasion to relate this Transaction of *Dominick Molloy's* to Mr. *Valentine Brown*, that said *Brown* reply'd, what would I have the poor Boy do, when he was used so ill by *Hodges* and *Ransom*, and disappointed of Beer by *Whitbread* and *Shewell*? for his Part he cou'd not blame him, or Words to that Effect.

JOHN CRUMP.

Dublin, the 9th of January,

1750, before me,

HEN: BURROWS,

From this Time I became cautious of the Man, and had no Communication with him during my stay in London, but had the favour of a Letter from him, dated
Monday,

Monday, the 21st of *May*, that he was gone Post, and recommended the Care of his *Box* to me. He removed from his Lodgings the same Day; but skulk'd about in *London* some Days after.

This great and important Porter-Merchant's Transaction (who promised to take 3,000 Barrels from one, and 2,000 from another) during his stay in *London*, as appears from his own Cooper's and Brewers Clerk's Affidavits, amounted to no more than the purchasing forty old Hogsheads, and twenty-five old Butts, (for it seems he did not chuse to deal in *new ones*) and left his Orders to have them fill'd with Beer.

A Day or two before I left *London*, I dined with the Brewer (to the best of my Knowledge it was the 26th of *May*, for I left *London* the 28th) who then told me the Affair concerning the Badness of the Casks, and their being under the lawful Gauge, and shew'd me two Letters they had from *Molloy* desiring them to call for Payment of the Beer shipp'd on board the *Richmond* to *Blake* and *Quin*, in which were ten of those old Butts from *Bowell* that wanted near a Barrel and half to fill them.

On my Arrival in *Dublin*, which was about the 6th of *June*, I had a Visit from Messrs *Brown* and *Molloy*. But, previous to this, the *Richmond* had arrived, and Mr. *Molloy* could not be ignorant that his Correspondents, *Blake* nor *Quin*, had not paid for the Beer. But lest he should give that as an Excuse for his Behaviour hereafter; I shall here insert his Letter.

Messrs *Hodges* and *Ransom*. *Dublin*, *June* 3d, 1750.
S I R S,

I Must pray you to send me, as promised, my Account current, and the Total of the Sum now due, with the Invoice of the Beer and Hoops shipp'd for me on board *Groux*, who is now in *Dublin*; you'll likewise please to deduct the different Mistakes in the Invoices sent me out of the Sum now due, the Ballance of which I shall remit you by the Return of the Post, and am, Gentlemen, after returning you Thanks for the Civilities received, and intended me,

Your most obedient Servant,
D. Molloy.

It is plain that this Gentleman had examin'd *Groux*, who was Captain of the *Richmond*, and found that his
Friends,

Friends, *Blake* and *Quin*, had not paid for the Beer, by the Bill of Lading being to *Hodges* and *Ransom*. — Whether this was a nice Stroke of his, or his Uncle's Politicks to get into the People's Debt 120 *l.* more than the Uncle was guarantee for, I can't tell.

But how much Mr. *Molloy* intended acting according to the Tenor of his Letter will shortly appear.

Mr. *Brown* ask'd me if I had the Bill of Lading of the Porter Shipp'd on board the *Richmond*? I told him I had, with orders to deliver it to him, or *Molloy*, if he would pay or accept a Bill which *Hodges* and *Ransom* drew on him for 200 *l.* *Molloy* put in his Word, and said *Hodges* and *Ransom* had nothing to say to this Cargoe (tho' but a few Days before he wrote the above Letter) for that he had paid for the ten Butts out of his own Pocket, and order'd *Blake* and *Quin* to pay the remainder; which he was confident they had done.

Mr. *Brown*'s Arguments were, that the *poor Boy* had been extremely ill used by *Hodges* and *Ransom*, and that he bought the same Kind of Casks, from Coopers in *London*, for 13 *s.* each, that they charged him at the Rate of 22 *s.* I said I was sorry to find his Nephew attempted so gross an Imposition on him, and related the Brewers Story to me, concerning those Casks, in the Presence of *Molloy*, who never deny'd a single Circumstance of it. Mr. *Brown* renew'd his Solicitations, and said, he hoped that my Friendship for him would induce me to give this Cargoe up to the *poor Boy*, who, as he had given out amongst his Customers, the Beer was come to him, and order'd the Casks to be mark'd *D. M.* it might prejudice the Boy in his Trade, and hurt his Reputation. I told him the way to prevent it was very easy; that he was sensible his Credit to *Hodges* and *Ransom* was but 300 *l.* which Sum he was then in their Debt; that any frivolous or groundless Pretence of an Over-charge of 14 or 15 *l.* on Casks, did not intitle him to keep 300 *l.* of the People's Money; and unless he paid the 200 *l.* which had been due some time, and for which I had their Bill on him, I could not act so basely as to give up the People's Property, in violation of the Confidence reposed in me. *Molloy* not finding his Uncle intended to pay the 200 *l.* began to change his Note; that the Casks were his, Shipp'd by his Orders, paid for by *Blake* and *Quin*, mark'd with his Name, and that if I did not give them up, he would, that Instant, take out a *Replevin*; that there was also included in the Bill of Lading, a small Parcel of
Hoops,

Hoops, which he bought, and was present when *Blake* and *Quin* paid the Money for them; and if I doubted his Word, would lay me ten Guineas to one it was fact; I ask'd him if he could produce any Voucher for *Blake* and *Quin's* having pay'd for any of those Articles, or if he could shew Receipts, I was ready and willing to give them up, or any Thing under the Hand of the Brewer that they shipp'd those Goods for his Account, or promised to take with *Blake* and *Quin* for the Payment. But as to his Word I was sorry I could not have the least Dependence on that. His Uncle desiring to know my Reason, I was obliged to relate, in *Molloy's* Presence, the Contents of my Affidavit; to which good Mr. *Brown* made no other Reply, than, what would I have the poor Boy do, when he was used so ill by *Hodges* and *Ransom*, and disappointed of Beer by *Whitbread* and *Shewell*? for his Part he could not blame him.

I was amazed to hear the Man, I had some Opinion of, make use of such an Expression, as I thought it so strongly argued the Desire he had of his Nephew's getting Money, without being the least concern'd about the Justness of the Means. I then peremptorily refused doing any thing without the 200 l. *Molloy* went off in a violent Passion, and his Uncle also (though naturally a cool Man) in no small Flurry: And his parting Words were, That he wou'd spend an hundred Pounds to do his Nephew Justice. They apply'd (as Mr. *Brown* since inform'd me) to Mr. *Dalrymple* the Attorney, who had more Honesty and Knowledge in his Profession, than to advise them to *replevin* Goods for which they had no Proof for the Payment of a Shilling towards, nor Invoice, nor Bill of Lading of them to produce. The next Day Mr. *Brown* came back, his Tune quite turn'd, (for he can weep and turn, and turn and weep again, and still go on, as his Interest leads) and now, from the violent Steps he had resolved the Day before, began in his smooth, sighing Strain: 'Dear *Johnny*, 'as I am sure I always had the greatest Regard for you, 'I hope you'll not endeavour to hurt this poor Boy, by 'exposing those Casks on the Quay when landed.' I assured him, if he had never spoke in *Molloy's* Behalf, I had no such Intention.

But such is this Gentleman's Doubts and Fears of Mankind, that, to the best of my Knowledge, he came to remind me, the very Day they were to be landed, when I, at some Expence, and Inconvenience, order'd them

them home, and never mention'd a Word of it to Mankind, but to Mr. *Coates*, and that, to the best of my Knowledge, in Presence of Mr. *Brown* and his Nephew. Had I the least Inclination to hurt this Man's Reputation in the Eyes of the World, could I desire fairer Opportunities than those he furnish'd me with. First, by acquainting Mr. *Stephenson* of his base Designs on his Trade; and next, to let those *twenty Butts* lie on the Quay, and point him out for the Infamy. But so far was I from desiring to expose innocent and undesigning *Molloy*, that neither of those Facts ever transpired thro' me, to any Man in this Kingdom, but to Mr. *Coates*, *Brown*, and his Nephew, and, to the best of my Knowledge, when they were all present.

In the Month of *July* Messrs *Hodges* and *Ransom* wrote and drew a Bill on Mr. *Brown*, or his Nephew, for 200*l.* and desired if Mr. *Brown* would not accept, or pay it, to arrest them. This Bill my Clerk went with for Acceptance, and met *Molloy*, who said, he could do nothing until Mr. *Brown* came in. Therefore the Bill was left. And Mr. *Brown* told me, the next Day, that, for his Part, he intended to do every Thing in the most amicable Manner; and that he would make his Nephew draw out the Charge he had against *Hodges* and *Ransom*, and if they satisfy'd him it was not a fair Charge, the Ballance should be paid; and also desired the Bill might lie over without protesting, until they received an Answer from *Hodges* and *Ransom*. However, the *Uncle* and *Nephew* have shuffled the Bill between them in such a Manner, that I never could get it from them since: But if it should appear with a Receipt, declare I know nothing of it, and will not abide by it.

Accordingly *Molloy* furnish'd them with an Account, which is such an Original in its Way, that I can't avoid exhibiting it; with which he writes them a Letter, too long to insert, but gives no other Reason for making them this Charge, than the following Part of said Letter. 'I now furnish you with an Account of what, I am sure, 'I have been wrong'd of, and have a just Right to; after 'allowing which, and satisfying me of what you refused 'me in *London*, I'll pay you whatever then remains due, 'otherwise will not pay you one Farthing.'

The Account was sent back to me, attested in the Manner you now see it; and desired I would wait on Mr. *Brown*, and receive the Ballance. Poor harmless Mr. *Brown*, as if the Affair was not his own, could do nothing

thing in this Matter without consulting the *poor Boy*, invited me to dine with him, and I thought, after so satisfactory an Attestation, to settle, and pay the People. I deliver'd him the Account, with the Attestations, that he might have Time to consider of it, until the Day I was to dine with him. Before Dinner he call'd me into another Room, separate from that in which we were to dine, and told me that the Boy (who never appear'd all this Time) would not abate a Penny of his Charge, which he (Mr. *Brown*) thought reasonable, and if I would allow it, he was then ready and willing to pay the *Balance*, otherwise they were Rogues and Cheats, and the *poor Boy* was advis'd to *publish his Case*. There was a very prudent Remark made by Mr. *Brown*, by way of enforcing his Argument, ' That I had better take his Offer, for there never was any Interest allow'd to a Book Account.

Messrs Hodges and Ransom to Dominick Molloy, Dr.

August 7, 1750.

		l.	s.	d.
1.	To an Allowance to be made me on forty old Casks got <i>June</i> 12th, 1749, then charged new	4	00	0
2.	For twenty empty Butts of mine de- tain'd, which I ballance with twenty of yours charged me at 22 s. per Butt <i>£.</i> 22 00 00	8	10	0
	By the Money you lent me, which I deduct	13	10	00
3.	For my Risque of Insuranc without Pre- mium, <i>per Grout</i>	3	00	0
4.	For my Trouble in chusing, and order- ing the Beer at the Brewers, and at- tending his Clerk who came to my Lodging for my Directions	1	00	0
5.	For my Trouble in meeting Mr. <i>Adams</i> at different Times, and agreeing with him for the Hoops which I bought considerably cheaper than what you bought for me	0	10	6
6.	For my Trouble in attending and agreeing for Freight, and giving Orders to ship Beer and Hoops	00	7	6
7.	Agreed with the Brewer 6 d. per Hogshead cheaper for the Hogsheads than usual, which Difference I have a Right to	1	00	0
8.	115 Butt-Casks charged 2 s. per Butt over their Price	11	10	0
9.	Charged for empty Casks made up for me more than usual, <i>viz.</i> Those of 31st of <i>October</i> , <i>£.</i> 3 00 9 Ditto of 12th of <i>December</i> 3 00 9	6	1	6

English Money 35 19 6

N^o

1. Messrs *Whitbread* and *Shewell* charged us as new and have received the Money for them of us, and will not make any Allowance, as testifieth

Samuel Whitbread and Partner.

2. It is true you order'd these Butts from *Bowell*, and had you call'd to settle as you promised, and ought to have done, you shou'd have been welcome to them ; but as you behaved so as to oblige us to refuse you any further Credit, surely we have a Right to call them ours, since you never paid for them. As to their having any relation to Casks received from us is ridiculous to mention, as the Certificate shews we paid the full Price for them.
3. This you can have no Pretence to as you run no Risque, having neither Invoice, nor Bill of Lading of said Cargoe.
4. This we did not order you to do. What have we to do with it ?
5. This answer'd as N^o 4.
6. The same as N^o 4, 5.
7. What have we to do with any Agreements you made with the Brewers? who wou'd not sell them to you at any rate.

Samuel Whitbread and Partner.

8. The Brewers charged us every Farthing for the Butts that we charged you ; they have received the Money, have apply'd to them for this Sum, but they will not allow any Part of it, as witneffeth

Samuel Whitbread and Partner.

9. This very Sum was paid by the Brewers to the Cooper, and by *Hodges* and *Ran, om* to the Brewers, and no Allowance can be made ; and uncommon Care was taken to make them turn out so much to your Advantage as they did, the Staves having suffer'd very much in the Voyage, as you very well know. *Samuel Whitbread* and Partner.

I shall

I shall here trouble my Readers with a few Remarks on this Account.

The Articles in this Account, testify'd by Messrs *Whitbread* and *Shewell*, are sufficiently proved, therefore shall not trouble you on this Head.

The *Second* Article is 8*l.* 10*s.* which he modestly charges for their Kindness to lend him 13*l.* 10*s.*

The *next* is a Master-piece : 3*l.* for the Insurance of his ten second-hand Butts, which cost 6*l.* 15*s.* For, as to the rest of the Cargoe, it is plain he divests himself of all Right and Title to it. First, by his Letter of the 3d of *June*; and next, by not being able to produce Receipt or Bill of Lading; and, lastly, by his charging *Hodges* and *Ransom* Brokerage on the four subsequent Articles. But, however, as I will not discourage this young Man in so laudable an Undertaking, will try how that Charge would stand against the whole Cargoe, which, including the Hoops, did not amount to 125*l.* This Transaction was in the Month of *May*, and the Goods arrived in *June*, when I had Insurances done by as good Under-writers as any in *London* for 1*4*; but, no doubt, he thought himself justly intitled to the small Difference, which is only double that Sum; looking upon himself, when *guaranteed* by his *Uncle*, to be of greater Consequence, and a much better Security, than the united Companies of the *Royal*, and *London* Insurance.

Fourth; For his chusing and ordering Beer, from People who refused to trust him.

Now the fairest Way to try the Validity of this Article, is, for this young Man to go into any Merchant's Warehouse in this Town, and taste forty or fifty Puncheons of Rum, and mark as many of them as would come to 1,000*l.* and desire the Merchant to send them home; and if the Merchant should be so impertinent as to require Payment, or sufficient Security for the Money, before the Delivery, he has nothing more to do, than to make him a Charge of 1 *per Cent.* for his Trouble, mark a *Writ* against him, and, if he does not find this will sufficiently terrify him, tell him *he will print his Case.*

The next Article is N^o 5. The first Cost of this was a few Shillings under or over 6*l.* by which it appears that this modest Man charges only about 10*l.* *per Cent.* Brokerage on the whole Purchase, when a Penny of his own Money was not employ'd in the Article.

Sixth. A moderate Charge for his *Brokerage* for agreeing

agreeing for the Freight of his ten old Butts. Though, upon Reflection, for this Article, I think, he ought to have some Allowance; for, to be sure, he must have spent a deal of Time in giving Directions to the Captain to hoist them in very tenderly, and lay them down easy in a good Birth, lest, from being roughly handled, the old Water-Casks should let go their Contents.

The following I shall not say any thing to, until he tries the Experiment advised in the 4th.

Which of the three wonderful Geniuses, Messrs *Brown*, *Molloy*, or *Bernard Sherin*, Clerk and Cooper to said *Molloy*, had the Honour of compiling this more than mercantile Account, which, in After-times, may serve as a Precedent, and be of great Use to all young Men with aspiring Faculties, great Assurance, and no Fortune; who get largely into People's Debt, and, by this useful Method, may hope to baffle them for some Time out of their Money, I cannot particularly inform the Publick. But as I scorn to rob any Man of the least Merit he can pretend to claim in this great Work, I have the Original in *Molloy's* own Hand-writing, and a Paragraph of Mr. *Brown's* Letter, which accompany'd it, from which it is obvious, that worthy, honest Gentleman was not an utter Stranger to the compiling this just and reasonable Account.

Mr. *John Crump*,

London, Aug. 18, 1750.

WE now send you back Mr. *Molloy's* Account of Charges, with our Answer fully to each. Such a cursed, impudent Charge, believe never appear'd before. We have likewise a Letter from Mr. *Brown* per last Post, saying, We have it now in our Power to prevent a Law-suit, if we wou'd allow the reasonable Charges specify'd in his Nephew's Account, and threatening, if we would not, he would support him to the utmost; by which, I suppose, they intend to bully us out of near 40 *l*.

Your humble Servants,

Hodges and Ransom.

Let any one compare the two Accounts, and weigh the Honesty of them, one against the other. — The 23 *l*. in *Hodges and Ransom's*, is not, in fact, an Over-charge of theirs, but an Abatement made to them by the Brewers for standing *Middle-men*; and which, upon my Remonstrance, and to entice *Molloy*, and his Uncle, to pay their Debt, they chearfully gave up.

But

But in *Molloy's* Account of 35 *l.* 19 *s.* 6 *d.* there does not seem to be the least Right, or Colour, for the Support of any one Article ; and appears to be calculated for no other View than to avoid paying the Ballance ; and while he and his Uncle brand *Hodges* and *Ransom* with infamous Epithets, forget how open they lie themselves to the World.

Whereas the plaintive Manner in which *Molloy* (like other Culprits, pleading his Youth) has convey'd his plain and simple Narrative, and, as he says, *p.* 29. ' destitute of all the borrow'd Ornaments of *Rhetorick* and uselefs ARTILLERY of *Eloquence*, ' might have induced many, with whom I and my Friends have not the Honour to be acquainted, to believe that we had endeavour'd to hurt him, either from a Principle of Ill-nature, or any other Motive equally base. Let it be observed, Mr. *Coates* and I never spoke of the *twenty Butts* but to Mr. *Brown* and *Nephew* ; and that Mr. *Brown* is the Stirrer of all this Dirt, by abusing *Hodges* and *Ransom* in a mix'd Company on the 7th of *November*, which provoked Mr. *Coates* to justify their injured Characters, and shew him, that it was his *Nephew* was in fault, not they. Their Discourse, on that Head, gave Rise to my being call'd upon, and my relating what I knew of the Matter, brought forth the long preconceived Libel, which, to be deliver'd of, was thought more eligible, than to clear off the Account.

If *Molloy* finds the Charge proved to the Publick in a Manner disagreeable to him, let him thank his Uncle. If Mr. *Brown* finds himself set out in, perhaps, not the most amiable Light, let him thank his Nephew. If they both are vex'd for what is past, let them thank their mistaken Friends, I say mistaken, for who but a bad Man, or one that had a vain Itch to see his Composition appear in Print at their Expence, wou'd advise Men in Trade to so irregular a Proceeding ; and that in violation of an Agreement betwixt Mr. *Brown* and me, the *Friday* Night before the Publication of the Libel, to leave the Dispute to the Reference of two worthy Gentlemen of this City, who offer'd their Assistance to settle it amicably. — But Mr. *Brown* prevented them from doing this friendly Office (which was, to examine the Proofs on both Sides, and that the Guilty should make proper Amends) by shewing them *MOLLOY's Vindication* advertised in *Faulkner's* Journal the next Morning.

It must now be obvious to every one that the whole Drift of this *Libel* is to delay the paying of a just Debt, and that no trifling one, *Three Hundred and Four Pounds* odd Money, due six Months above the six Months given, being twelve Months in all.

A Proceeding of this Kind ought to be discountenanced by all Friends to Trade, and to their Country. What Light must we stand in, in other Kingdoms, if, when our Creditors draw on us for their lawful Demands, we dishonestly threaten them with a *Libel*.

Molloy's Pamphlet against myself, and Friends, I have answer'd through respect of the Publick, and not any regard to him, who is too deservedly the Object of my Contempt. Let him, and his Uncle, and their Auxiliaries, say what they will in private, harangue in publick, print Libels 'till they are tired, I shall take no further Notice of them, for, thank God, I have Business to mind, and if Messrs *Molloy* and *Brown* have idle and unoccupy'd Hangers-on to write for them, I have not.

To shew the Publick, that my Correspondents, and I, desire nothing but what is fair and honest, I, for Conclusion, repeat here, what I propos'd in the Month of *August* last, to Mr. *Brown*, in the Names of Messrs *Hodges* and *Ransom*, which was, to submit this Account to the Decision of any two Merchants; and if the * Gentlemen of the *Ouzle* Galley will be so kind as to undertake the settling of this Affair, I shall readily enter into Bonds of Arbitration, in behalf of *Hodges* and *Ransom*, to submit to their Judgement as final, for I really do not want to be a *Writer*, and *Hodges* and *Ransom* want their Money, 304 *l.* and upwards, due twelve Months.

P. S. If *Molloy*, or his Uncle, are not sufficiently convinced by the foregoing Proof in relation to the Casks being under lawful Gauge, I have seven of them now in my Possession, and can inform them where they may find the Remainder, that they may either be gauged, or measured with Water.

Any Person who has a Mind to see the Originals of the foregoing Letters, Affidavits, &c. may see them at my House, in *Ann-street*, any Day next Week, from Nine to Twelve in the Forenoon.

* This Society (composed of Merchants of the first Reputation in this City) was instituted for determining Differences in Trade without Law-suits.